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ENTERPRISES INC dba TRINITY POWER

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10 BOARD OF TRUSTEES OF IBEW LOCAL
11 100 PENSION TRUST FUND; BOARD OF
TRUSTEES OF JOINT ELECTRICAL
INDUSTRY TRAINING TRUST FUND;
BOARD OF TRUSTEES OF NECA/IBEW
FAMILY MEDICAL CARE TRUST FUND;
BOARD OF TRUSTEES OF NATIONAL
ELECTRICAL BENEFIT FUND,

14 Plaintiff,

15 vs.

16 TRINITY CONSTRUCTION
ENTERPRISES INC dba TRINITY
POWER; and DOES 1 through 50,

18 Defendants.

19 Case No.: 1:23-CV-01048-KES-BAM

20
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

21 1. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action are likely to involve production of
23 confidential, proprietary, or private information for which special protection from public disclosure
and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
24 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
or responses to discovery and that the protection it affords from public disclosure and use extends
25 only to the limited information or items that are entitled to confidential treatment under the
26 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that
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[PROPOSED] STIPULATED PROTECTIVE ORDER

1 this Stipulated Protective Order does not entitle them to file confidential information under seal;
2 Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied
3 when a party seeks permission from the court to file material under seal.

4 2. **DEFINITIONS**

5 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 2.2 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
9 Civil Procedure 26(c).

10 2.3 **“ATTORNEYS’ EYES ONLY” Information or Items:** extremely sensitive
11 “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create
12 a substantial risk of harm that could not be avoided by less restrictive means. Information designated
13 ATTORNEYS’ EYES ONLY cannot be shared with the attorneys’ clients, including parties to this
14 action, unless and until this Court issues a Court Order specifically permitting its view by the
15 particular party or parties named in any such order that may be entered.

16 2.4 **Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as well
17 as their support staff).

18 2.5 **Designating Party:** a Party or Non-Party that designates information or items that it
19 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “ATTORNEYS’
20 EYES ONLY.”

21 2.6 **Disclosure or Discovery Material:** all items or information, regardless of the medium
22 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
23 transcripts, and tangible things), that are produced or generated in disclosures or responses to
24 discovery in this matter.

25 2.7 **Expert:** a person with specialized knowledge or experience in a matter pertinent to
26 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
27 consultant in this action.

28 2.8 **House Counsel:** attorneys who are employees of a party to this action. House

1 Counsel does not include Outside Counsel of Record or any other outside counsel.

2 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
3 entity not named as a Party to this action.

4 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
5 but are retained to represent or advise a party to this action and have appeared in this action on
6 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

7 2.11 Party: any party to this action, including all of its officers, directors, employees,
8 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
10 Material in this action.

11 2.13 Professional Vendors: persons or entities that provide litigation support services
12 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
13 storing, or retrieving data in any form or medium) and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
15 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
17 Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected Material
20 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
21 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
23 However, the protections conferred by this Stipulation and Order do not cover the following
24 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
25 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
26 publication not involving a violation of this Order, including becoming part of the public record
27 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
28 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
2 of Protected Material at trial shall be governed by a separate agreement or order.

3 4. **DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
9 time limits for filing any motions or applications for extension of time pursuant to applicable law.

10 5. **DESIGNATING PROTECTED MATERIAL**

11 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party or
12 Non-Party that designates information or items for protection under this Order must take care to
13 limit any such designation to specific material that qualifies under the appropriate standards. The
14 Designating Party must designate for protection only those parts of material, documents, items, or
15 oral or written communications that qualify – so that other portions of the material, documents,
16 items, or communications for which protection is not warranted are not swept unjustifiably within
17 the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
19 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
20 encumber or retard the case development process or to impose unnecessary expenses and burdens
21 on other parties) may expose the Designating Party to sanctions, pursuant to the Federal Rules of
22 Civil Procedure and Local Rules of this Court.

23 If it comes to a Designating Party's attention that information or items that it designated for
24 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
25 that it is withdrawing the mistaken designation.

26 5.2 **Manner and Timing of Designations.** Except as otherwise provided in this Order
27 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
28 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so

1 designated before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic documents, but
4 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
5 affix the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to each page that contains
6 protected material. If only a portion or portions of the material on a page qualifies for protection,
7 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 A Party or Non-Party that makes original documents or materials available for inspection
10 need not designate them for protection until after the inspecting Party has indicated which material
11 it would like copied and produced. During the inspection and before the designation, all of the
12 material made available for inspection shall be deemed “CONFIDENTIAL” or “ATTORNEYS’
13 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and
14 produced, the Producing Party must determine which documents, or portions thereof, qualify for
15 protection under this Order. Then, before producing the specified documents, the Producing Party
16 must affix the “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend to each page that
17 contains Protected Material. If only a portion or portions of the material on a page qualifies for
18 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
21 Designating Party identify on the record, before the close of the deposition, hearing, or other
22 proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for any other
24 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
25 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
26 “ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant
27 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to

1 designate qualified information or items does not, standing alone, waive the Designating Party's
2 right to secure protection under this Order for such material. Upon timely correction of a
3 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
4 in accordance with the provisions of this Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
7 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
8 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
9 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
10 challenge a confidentiality designation by electing not to mount a challenge promptly after the
11 original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
by providing written notice of each designation it is challenging and describing the basis for each
challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
recite that the challenge to confidentiality is being made in accordance with this specific paragraph
of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
begin the process by conferring directly (in voice to voice dialogue; other forms of communication
are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
Party must explain the basis for its belief that the confidentiality designation was not proper and
must give the Designating Party an opportunity to review the designated material, to reconsider the
circumstances, and, if no change in designation is offered, to explain the basis for the chosen
designation. A Challenging Party may proceed to the next stage of the challenge process only if it
has engaged in this meet and confer process first or establishes that the Designating Party is
unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
intervention, the Designating Party shall file and serve a motion to retain confidentiality under Local
Rule 230 (and in compliance with Local Rule 141, if applicable) within 21 days of the initial notice
of challenge or within 14 days of the parties agreeing that the meet and confer process will not

1 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent
 2 declaration affirming that the movant has complied with the meet and confer requirements imposed
 3 in the preceding paragraph. Failure by the Designating Party to make such a motion including the
 4 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
 5 confidentiality designation for each challenged designation. In addition, the Challenging Party may
 6 file a motion challenging a confidentiality designation at any time if there is good cause for doing
 7 so, including a challenge to the designation of a deposition transcript or any portions thereof. Any
 8 motion brought pursuant to this provision must be accompanied by a competent declaration
 9 affirming that the movant has complied with the meet and confer requirements imposed by the
 10 preceding paragraph.

11 The burden of persuasion in any such challenge proceeding shall be on the Designating
 12 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 13 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 14 Unless the Designating Party has waived the confidentiality designation by failing to file a motion
 15 to retain confidentiality as described above, all parties shall continue to afford the material in
 16 question the level of protection to which it is entitled under the Producing Party's designation until
 17 the court rules on the challenge.

18 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is disclosed or
 20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 22 the categories of persons and under the conditions described in this Order. When the litigation has
 23 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a location and in
 26 a secure manner that ensures that access is limited to the persons authorized under this Order.

27 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise ordered
 28 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any

1 information or item designated "CONFIDENTIAL" only to:

2 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
3 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
4 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
5 attached hereto as Exhibit A;

6 (b) the officers, directors, and employees (including House Counsel) of the Receiving
7 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
11 to Be Bound" (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
14 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
15 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
17 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),
18 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
20 bound by the court reporter and may not be disclosed to anyone except as permitted under this
21 Stipulated Protective Order; and

22 (g) the author or recipient of a document containing the information or a custodian or
23 other person who otherwise possessed or knew the information.

24 7.3 Disclosure of "ATTORNEYS' EYES ONLY" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party
26 may not disclose any information or item designated "ATTORNEYS' EYES ONLY" to their client,
27 a party, or non-party, with the exception that the following individuals may be provided reasonable
28 and limited access to the designated information:

1 (a) the Receiving Party's Counsel, as well as employees of said Counsel to whom it is
2 reasonably necessary to disclose the information for this litigation;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
4 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
5 to Be Bound" (Exhibit A);

6 (c) the Court and its personnel under seal as further described below in Section 12.3;

7 (d) court reporters and their staff, professional jury or trial consultants, mock jurors, and
8 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
9 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

10 (e) the author or recipient of a document containing the information or a custodian or
11 other person who otherwise properly possesses or knows the information.

12 (f) Any person to whom Attorneys' Eyes Only Information is disclosed pursuant to
13 subparts (b), (d), and (e) shall be advised that the Attorneys' Eyes Only Information is being
14 disclosed pursuant to an Order of the Court, that the information may not be disclosed to any other
15 person not permitted to have access to the Attorneys' Eyes Only Information pursuant to this
16 Stipulation and Order, and that any violation of this Stipulation and Order may result in the
17 imposition of such sanctions as the Court deems proper.

18 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
19 **LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that compels
21 disclosure of any information or items designated in this action as "CONFIDENTIAL" or
22 "ATTORNEYS' EYES ONLY," that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall include a
24 copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
26 other litigation that some or all of the material covered by the subpoena or order is subject to this
27 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by the

1 Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with the subpoena
3 or court order shall not produce any information designated in this action as “CONFIDENTIAL” or
4 “ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or
5 order issued, unless the Party has obtained the Designating Party’s permission. The Designating
6 Party shall bear the burden and expense of seeking protection in that court of its confidential material
7 – and nothing in these provisions should be construed as authorizing or encouraging a Receiving
8 Party in this action to disobey a lawful directive from another court. The Designating Party shall
9 not bear the burden and expense of the Receiving Party who may oppose the Designating Party’s
10 designation of “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
12 LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Non-Party in
14 this action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” Such
15 information produced by Non-Parties in connection with this litigation is protected by the remedies
16 and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a
17 Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
19 Party’s confidential information in its possession, and the Party is subject to an agreement with the
20 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
22 of the information requested is subject to a confidentiality agreement with a Non-
23 Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
25 this litigation, the relevant discovery request(s), and a reasonably specific
26 description of the information requested; and

27 (3) make the information requested available for inspection by the Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order from this court within 14

1 days of receiving the notice and accompanying information, the Receiving Party may produce the
2 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
3 seeks a protective order, the Receiving Party shall not produce any information in its possession or
4 control that is subject to the confidentiality agreement with the Non-Party before a determination
5 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
9 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
10 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
11 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
12 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
13 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to
14 Be Bound" that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
16 **MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently
18 produced material is subject to a claim of privilege or other protection, the obligations of the
19 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
20 is not intended to modify whatever procedure may be established in an e-discovery order that
21 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
22 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the parties may
24 incorporate their agreement in the stipulated protective order submitted to the court.

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
27 its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order

1 no Party waives any right it otherwise would have to object to disclosing or producing any
2 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
3 Party waives any right to object on any ground to use in evidence of any of the material covered by
4 this Protective Order.

5 12.3 Filing Protected Material with the court. Any party intending to file with the court
6 materials designated by any party as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”
7 (“Protected Materials”) (including transcripts of depositions or portions thereof, documents
8 produced in discovery, information obtained from inspection of premises or things, answers to
9 interrogatories or requests for admissions, exhibits and all other documents that have previously
10 been designated as containing confidential information, or any pleading or memorandum
11 reproducing or containing such information) shall provide reasonable notice of such intent prior to
12 such filing. If the party filing the Protected Materials with the court is the Designating Party for the
13 Protected Materials, the party shall submit them for filing under seal with an accompanying request
14 for leave to file under seal consistent with Local Rule 141.

15 If the party filing the Protected Materials with the Court is not the Designating Party for the
16 Protected Materials, unless written permission to file the documents is obtained from the
17 Designating Party, the party shall submit them for filing under seal consistent with Local Rule 141
18 with a statement on the first page, directly under the case number: “FILED UNDER SEAL UNDER
19 COURT ORDER (ECF No.) REQUEST FOR LEAVE TO FOLLOW.” The Parties will then
20 have five (5) days to provide the court with either a Joint Motion or Stipulation, or alternatively, the
21 Designating Party shall have five (5) days, from the days from service of the documents to file with
22 the court a request to seal the Protected Materials. If no such motion is filed, the court shall unseal
23 the documents.

24 Any requests to seal documents must establish that there is “compelling reason” for the
25 sealing and otherwise meets the standards for sealing identified in *Kamakana v. City and County of*
26 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006), and *Center for Auto Safety v. Chrysler Group, LLC*, 809
27 F.3d 1092, 1097 (9th Cir. 2016). If the court determines the request to seal documents does not
28 meet such standards, the documents shall be unsealed.

1 13. FINAL DISPOSITION

2 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
4 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
6 the Protected Material is returned or destroyed, the Receiving Party must submit a written
7 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
8 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
9 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
10 abstracts, compilations, summaries or any other format reproducing or capturing any of the
11 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy
12 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
13 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
14 and expert work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this Protective Order as set
16 forth in Section 4 (DURATION).

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD,

18 Dated: September 6, 2024

HENRY CHIU, ESQ.

20 By: /s/ Henry Y. Chiu

21 Henry Y. Chiu
Attorney Plaintiffs

23 Dated: September 6, 2024

SAGASER, WATKINS & WIELAND PC

25 By: /s/Charles P. Hamamjian

26 Charles P. Hamamjian
Attorneys for Defendant
Trinity Construction Enterprises, Inc.,
dba Trinity Power

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Eastern District of California on _____ [date] in the case of *Board of Trustees of IBEW*
7 *Local 100 Pension Trust Fund, et al. v. Trinity Construction Enterprises, Inc.*, Case No.
8 21:23-CV-01048-ADA-BAM. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could
10 expose me to sanctions and punishment in the nature of contempt, per the terms of the Stipulated
11 Protective Order, Federal Rules of Civil Procedure and the Local Rules of this Court. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the provisions
14 of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the Eastern
16 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
17 if such enforcement proceedings occur after termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone number]
20 as my California agent for service of process in connection with this action or any proceedings
21 related to enforcement of this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

26 || Printed name:

28 | Signature: _____

PROOF OF SERVICE

(FRCP(5))

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 5260 North Palm Avenue, Suite 400, Fresno, California 93704.

On September 9, 2024, I served the following document(s) described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

- BY MAIL:** I placed the envelope for collection and mailing following the firm's ordinary business practices. I am readily familiar with the firm's practice for collection and processing correspondence for mailing. On the same day that correspondence placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - BY FAX** Based on a written agreement of the parties pursuant to Fed. Rules Civ. Proc., Rule 5(b)(2)(e) to accept service by fax transmission, I faxed the document(s) to the parties shown herein at the fax number(s) listed above or on the attached Service List. No error was reported by the fax machine that I used. A copy of the fax transmission will be maintained with the original document at this office.
 - BY CM/ECF NOTICE OF ELECTRONIC FILING:** on the following party(ies) who are registered CM/ECF users, I caused to be electronically filed the above-described document(s) with the Clerk of the court by using the CM/ECF system. The party(ies) in this case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.
 - BY EMAIL:** I sent such document by use of email to the email address(es) above. (Fed. Rules Civ. Proc., Rule 5(b)(2)(e)) Such document was scanned and emailed to such recipient and email confirmation is attached hereto indicating the recipients' email address and time of receipt pursuant to Fed. Rules Civ. Proc., Rule 5(b)(2)(e).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2024, at Fresno, California.

Dayana Ochoa

1 **SERVICE LIST**

2 HENRY Y. CHIU 222927
3 7110 North Fresno Street, Suite 400
4 Fresno, California 93720
5 Telephone: (559) 898-2448
Facsimile: (559) 554-9989
Email: Henry@HenryChiuEsq.com

Attorney for Plaintiff

SAGASER, WATKINS & WIELAND PC

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5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

ORDER

Having considered the above stipulation and finding good cause, the Court adopts the signed stipulated protective order. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to the protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential.

12 Additionally, the parties shall consider resolving any dispute arising under the protective
13 order according to the Court's informal discovery dispute procedure.

14 || IT IS SO ORDERED.

Dated: September 9, 2024

/s/ *Barbara A. McAuliffe*
UNITED STATES MAGISTRATE JUDGE